

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

PRETIUM CANADA COMPANY,	)	
a Nova Scotia unlimited liability company,	)	C.A. No. 07-201(***)
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
GREEN GROUP ASSOCIATES, LLC,	)	
a Delaware limited liability company,	)	
	)	
Defendant.	)	

**REQUEST FOR CLERK TO ENTER  
JUDGMENT BY DEFAULT**

Pursuant to Fed. R. Civ. P. 55(b)(2), Pretium Canada Company (hereinafter “plaintiff”), hereby requests the Clerk to enter judgment by default against Green Group Associates, LLC. (hereinafter “defendant”), and respectfully alleges the following:

1. On May 10, 2007, plaintiff filed its request for entry of default pursuant to Fed. R. Civ. P. 55(a) (D.I. 5) supported by the declaration of plaintiff’s counsel setting forth the circumstances of defendant’s default.
2. The plaintiff’s claim is for a sum certain, to wit, \$379,414.00 as set forth in the attached declaration of Bob Robison.
3. The defendant is not an infant or incompetent person.

WHEREFORE the plaintiff requests the Clerk to enter judgment in its favor and against the defendant for the sum certain amount of \$379,414.00, together with interest at the legal rate and the costs of this action.

Dated: May 21, 2007

FERRY, JOSEPH & PEARCE, P.A.

/s/Rick S. Miller

Rick S. Miller (#3418)  
824 Market Street, Suite 904  
P.O. Box 1351  
Wilmington, DE 19899-1351  
(302) 575-1555

Of Counsel:

Mark T. Keaney, Esquire  
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Attorneys for Plaintiff

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FOR THE DISTRICT OF DELAWARE

PRETIUM CANADA COMPANY,	)	
a Nova Scotia unlimited liability company,	)	C.A. No. 07-201(***)
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
GREEN GROUP ASSOCIATES, LLC,	)	
a Delaware limited liability company,	)	
	)	
Defendant.	)	

JUDGMENT BY DEFAULT

Pursuant to Fed. R. Civ. P. 55(b)(2), it appearing that the defendant has been defaulted for failure to appear and that the defendant is not an infant or incompetent person:

Judgment is hereby entered in favor of plaintiff Pretium Canada Company and against defendant Green Group Associates, LLC, for the sum certain of \$379,414.00, along with court costs of \$350.00, and interest pursuant to 28 U.S.C. §1961(a).

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Clerk of the Court

**CERTIFICATE OF SERVICE**

I, Rick S. Miller, Esquire, state under penalty of perjury that I caused a copy of the foregoing Request for Clerk to Enter Judgment By Default to be served via first class mail, postage prepaid on the date and to the address below:

Green Group Associates, LLC  
C/o Registered Agents, Ltd.  
1220 N. Market Street, Suite 804  
Wilmington DE 19801

and

Green Group Associates, LLC  
Edificio Arriaga 77  
3 Andar, Sala 305  
Funchal 9000  
Madeira, Republic of Portugal

Date: May 21, 2007

/s/Rick S. Miller  
Rick S. Miller (#3418)

**THIS DOCUMENT HAS BEEN ELECTRONICALLY FILED AND IS AVAILABLE FOR  
VIEWING AND DOWNLOADING FROM THE ECF SYSTEM**

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FOR THE DISTRICT OF DELAWARE

PRETIUM CANADA COMPANY,	)	
a Nova Scotia unlimited liability company,	)	C.A. No. 07-201(***)
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
GREEN GROUP ASSOCIATES, LLC,	)	
a Delaware limited liability company,	)	
	)	
Defendant.	)	

**DECLARATION OF BOB ROBISON**

Under penalty of perjury, Bob Robison declares and states the following:

1. I am Vice President and Chief Financial Officer of Pretium Packaging, LLC, the parent company of the plaintiff Pretium Canada Company (hereinafter "plaintiff"), and I am authorized to make this declaration on behalf of the plaintiff.

2. The plaintiff is an unlimited liability company organized and existing under the laws of Nova Scotia, Canada, and having its principal place of business at 3300 Route Transcanadienne, Pointe-Claire, Quebec, H9R 1B1 Canada.

3. The defendant Green Group Associates, LLC (hereinafter "defendant") is a limited liability company, organized and existing under the laws of the State of Delaware, and having its principal place of business at Edificio Arriaga 77, 3 Andar, Sala 305, Funchal 9000, Madeira, Republic of Portugal.

4. On or about January 18, 2006, the plaintiff contacted an English business called Independent Property Rental ("IPR") to arrange for the purchase of a Husky XL500 packaging machine. IPR brokered a transaction whereby the defendant would

sell the machine to the plaintiff.

5. The terms of the contract between the plaintiff and the defendant called for the defendant to ship "CIF" to the plaintiff's facility in Point Clare, Quebec, Canada, for a total purchase price of 232,925.00 Euros, which consisted of 210,000.00 Euros as the cost of the goods and 22,925.00 Euros for the costs of shipping and insurance.

6. IPR issued an invoice to the plaintiff in the above amounts. The plaintiff paid the entire purchase price to the defendant.

7. The machine was shipped in three (3) overseas containers. The first container arrived at the plaintiff's place of business with evidence of lack of proper sealing, causing significant rust to the container and its contents. The plaintiff accepted the first container but documented the damage.

8. On or about October 19, 2006, the second container was involved in a major motor vehicle accident while in the hands of defendant's carrier and in route to the plaintiff's facilities. The equipment in the container suffered significant damage, which rendered the machine inoperable and of no use to the plaintiff. On the same day, the third container arrived at the plaintiff's facilities. The plaintiff refused delivery of the third container in light of the catastrophic loss of the second container.

9. On or about October 20, 2006, the plaintiff, through its Canadian counsel, demanded return of the full purchase price.

10. The defendant has failed and/or refused to return the purchase price to the plaintiff. Instead, the defendant told the plaintiff it had to file a claim against the shipping company's liability insurer.

11. The plaintiff has also demanded that the defendant provide it with

information concerning the insurance which the defendant was under a duty to purchase pursuant to the invoice terms. The defendant has failed and/or refused to provide that information to the plaintiff.

12. The plaintiff has not received any recovery for the loss of the machine from the defendant, insurance, or any other source.

13. As a direct and proximate result of the defendant's breach of the contract, the plaintiff has suffered the loss of the purchase price of 232,925.00 Euros. As of the date of filing of this Complaint, the conversion rate set forth in the Wall Street Journal is 1.3487 US dollars per Euro, making the US dollar equivalent is \$314,145.94.

14. As a further direct and proximate result of the defendant's breach of contract, the plaintiff has in good faith, and without unreasonable delay, incurred costs and expenses to procure a substitute machine and to modify and refurbish the substitute machine to bring it up to the performance level and specifications of the defendant's machine in the total amount of \$379,414.00. The difference between the cost to the plaintiff for procuring substitute goods and the contract price is \$65,268.06 and this amount is claimed as an additional damage herein.

15. The total principal amount of loss to the plaintiff is \$379,414.00.

Pursuant to 28 USC §1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: 5/21/07

Bob Robison, VP  
Bob Robison